

EXHIBIT A

Part 4

1317198, payment on which was subject to a Personal Guaranty contract executed by defendant. The Agreement and the executed Personal Guaranty Contract ("Personal Guaranty") with related Assignment(s) are attached hereto as Exhibit A.

5. The Agreement provides that in the event of a default, Plaintiff may require immediate payment of all amounts then due plus the unpaid balance of the remaining monthly payments for the original term of the Agreement.

6. Defendant, by execution of a Personal Guaranty contract, unconditionally guaranteed all of the Lessee's obligations to the plaintiff under the Agreement, including the basic monthly payment to the plaintiff of \$49.00 for a period of 48 months, plus plaintiff's attorney's fees and legal costs incurred in enforcing the Agreement.

7. SE UNDERGROUND UTILITIES CONTRACT INC defaulted by failing to make its required monthly payments due under the Agreement on 8/15/2003. Prior to its default, SE UNDERGROUND UTILITIES CONTRACT INC made payments under the Agreement and was properly credited for an amount totaling \$98.00.

8. As a result of the above failure to make scheduled payments pursuant to the Agreement, Plaintiff declared immediately due and payable all accrued and unpaid monthly payments in the total amount of \$2,254.00, plus attorney's fees, as provided for under the Agreement with interest accruing from date of default.

9. Pursuant to the executed Personal Guaranty, Demand has been made upon Defendant, in their capacity as Personal Guarantor, for the above balance due Plaintiff, but defendant has failed to pay and still continues to refuse to pay said balance due and owing under the Personal Guaranty.

COUNT ONE: BREACH OF CONTRACT (BREACH OF PERSONAL GUARANTY)

10. Plaintiff realleges and incorporates all allegations set forth above in paragraphs 1-9 as though fully alleged herein.

11. As a result of Lessee's failure to make the payment due on 8/15/2003 and each and every monthly payment due thereafter, as specified in the Agreement, there has been a default under the Agreement and the contract has been breached.

12. By reason of the foregoing, there is presently due and owing from the Lessee to Plaintiff the remaining unpaid balance under the Agreement of \$2,254.00, plus an amount of \$1,056.29 accounting for prejudgment interest of 5 percent accruing thereon from 8/15/2003 pursuant to 815 ILCS 205/1 *et. seq.* for a total amount claimed of \$3,310.29.

13. Accordingly, by reason of the Defendant's obligations under the executed Personal Guaranty, there is presently due and owing to Plaintiff from Defendant, as the signatory of the Personal Guaranty contract, the total sum of \$3,310.29.

COUNT TWO: RECOVERY OF ATTORNEY'S FEES PURSUANT TO AGREEMENT

14. Plaintiff realleges and incorporates all allegations set forth above in paragraphs 1-13 as though fully alleged herein.

15. Defendant unconditionally guaranteed all obligations to the plaintiff under the Agreement, including payment of plaintiff's attorney's fees and legal costs incurred in enforcing the Agreement.

16. By reason of defendant's unconditional guaranty to pay plaintiff's attorney's fees and legal costs incurred in enforcing the Agreement, there is due and owing from the Defendant to Plaintiff attorney's fees in a sum no less than \$350.00 plus costs and fees incurred in bringing the present action.

WHEREFORE, plaintiff demands judgment against defendant as follows:

- A. For Count One against defendant, the sum of \$3,310.29;
- B. For reasonable attorney's fees in a sum no less than \$350.00;
- C. Possession of any equipment subject to the Agreement if any such equipment is remaining in Defendant's possession and;
- D. Costs and Fees and;
- E. Any such other and further relief as this Court may deem just and proper.

Respectfully submitted,

PUSHPIN HOLDINGS LLC

PLAINTIFF

By:

One of Plaintiff's Attorneys

Law Offices of Ari R. Madoff, P.C. (Firm No. 48674)
Attorneys for Pushpin Holdings LLC
312-379-9529(p)/312-980-6819 (f)
Mailing Address:
Post Office Box 64777
Chicago, IL 60664-0777

RE:

PUSHPIN HOLDINGS LLC

) State of NY
) SS
) County of New York

v.
MICHAEL B JOHNSON, A/K/A MICHAEL BLAINE JOHNSON

VERIFICATION AND AFFIDAVIT OF CLAIM
VERIFICATION (735 ILCS 5/1-109)

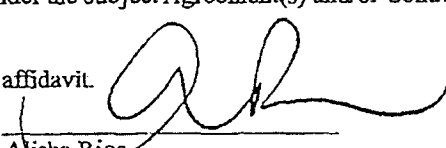
I, Alisha Rios, declare under penalties as provided by law pursuant to § 1-109 of the IL Code of Civil Procedure:
that I am the Executive Legal Administrator of the Plaintiff herein;
that I have read the foregoing Verified Complaint and know the contents thereof;
and that to the best of my knowledge all of the statements in the foregoing Verified Complaint are true and correct;
except as to matters therein stated to be made upon information and belief (as to which I believe such statements are true).

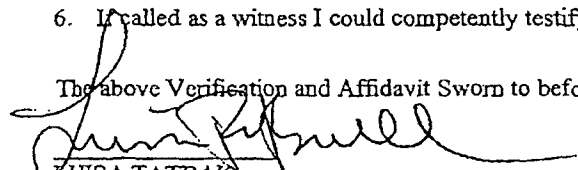
AFFIDAVIT

Further, I, Alisha Rios, declare under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, being first duly sworn upon oath or affirmation, depose and state as follows:

1. That I am duly authorized agent and Executive Legal Administrator of Plaintiff in the above captioned matter and I am authorized and qualified with full authority to make this affidavit as a representative of the Plaintiff herein. In performing my duties on behalf of Pushpin Holdings LLC, I am familiar with and have access to the books and records of the Plaintiff herein.
2. That the Plaintiff holds all rights, title and interest of the original Lessor and is the owner and current creditor- holder of the Agreement, original Lease #0880531060000, assigned No. 1317198 and the executed Personal Guaranty subject of this action; having purchased in the ordinary course of business the account in good faith and for good and valuable consideration from the Original holder or its assignee/successor in interest. The Document(s) of Assignment attached as exhibit(s) to the Complaint are true & correct copies that were kept in the ordinary course of business and pertain to the acquisition of the written agreement(s), obligation(s) and guaranty(s) subject to the present action.
3. That Plaintiff maintains, in the regular course of its business, computer records on which entries are made by a person with direct knowledge of the information therein or knowledge based on documents provided by the original holder and/or its assignee to Plaintiff which have been incorporated into Plaintiff's books, records and electronic records.
4. That Defendant has defaulted in his/her payment obligations to the original holder and/or its assigns and the balance due and owing to the Plaintiff as of the date hereof is \$3,310.29 which balance is comprised of \$2,254.00 plus prejudgment interest of \$1,056.29, having accrued at 5 percent per annum pursuant to statute as of the date hereof. The costs and the reasonable attorneys fees reflected in the attached verified complaint at law are currently due and owing Plaintiff pursuant to the Agreement. The account has been credited for all payments and credits due.
5. The Exhibits attached to the Complaint and/or this Affidavit are true & accurate copies, which were kept in the ordinary course of business and properly reflect Defendants obligations to Plaintiff under the subject Agreement(s) and/or Contracts and Guarantees.
6. If called as a witness I could competently testify to the matters stated in this affidavit.

The above Verification and Affidavit Sworn to before me this 6/10/2013


Alisha Rios
Title: Executive Legal Administrator


LUIZA TATBAK
NOTARY PUBLIC, STATE OF NEW YORK NO. 01TA6208843
QUALIFIED IN KINGS COUNTY COMMISSION EXPIRES JULY 13, 2013



233 N. Michigan Ave., Suite 1800
Chicago, IL 60601-4510 • (312) 460-6000 • Fax (312) 460-6788

NON-CANCELLABLE LEASE

LEASE NUMBER

4236954 1317198

LEGAL NAME OF LESSEE (LESSEE) S.E. UNDERGROUND UTILITIES CONTRACT INC.		<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PARTNERSHIP		VENDOR EFS National Bank	
BILLING ADDRESS 520 WOODLAWN AVE		Years In Business 0		CITY Memphis	STATE TN
CITY MT HOLLY	STATE NC	ZIP 28120	PHONE NO. (800) 235-7875		
EQUIPMENT MANUFACTURER(S) SOFTWARE LICENSE(S) Hewlett-Packard		MODELS/AGREEMENT		SERIAL/REGISTRATION NUMBER	

LOCATION OF Equipment/Software Address (no. & street, city, state, zip) if different from above

520 WOODLAWN AVE MT HOLLY NC 28120

The equipment (Equipment) and the software and related license agreement(s) (License Agreement(s)) and collectively with the software, the "Software" described above shall be referred to collectively as the "Property".

SCHEDULE OF PAYMENTS		PAYABLE AT SIGNING OF THE LEASE	
TERM IN MONTHS 48	BASE MONTHLY PAYMENT OF \$ 49.00 PER MONTH	<input type="checkbox"/> FIRST AND LAST MONTHLY PAYMENT	\$ _____
COMMENCEMENT DATE	PLUS TAXES AND OTHER FEES AS DESCRIBED IN THE TERMS AND CONDITIONS BELOW	<input type="checkbox"/> FIRST MONTHLY PAYMENT	\$ _____
		<input type="checkbox"/> OTHER	\$ _____
		TOTAL	\$ _____

TERMS AND CONDITIONS (See other side for additional Terms and Conditions)

1. NOTWITHSTANDING ANY AMOUNTS WHICH MAY BE PAID BY LESSOR TO VENDOR OR ANY AGENT OF VENDOR, LESSEE UNDERSTANDS AND AGREES THAT NEITHER VENDOR NOR ANY AGENT OF VENDOR IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE. THEIR REPRESENTATIONS SHALL IN NO WAY AFFECT LESSEE OR LESSOR'S RIGHTS AND OBLIGATIONS AS HEREIN SET FORTH.

2. NON-CANCELLABLE LEASE: THIS LEASE CANNOT BE CANCELLED BY LESSEE DURING THE TERM HEREOF.

3. DISCLOSURE OF INFORMATION: Lessee and Guarantor(s) expressly authorize Lessor or its agents or assigns continuing authority to conduct credit checks and background investigations concerning Lessee and Guarantor(s) and has the right to report late payments and defaults to credit agencies as deemed appropriate by Lessor. Disputes or inaccuracies regarding information sent to credit agencies should be sent to **Equifax Financial USA, Inc.** at the address on the top of this lease.

4. AUTHORIZATION AGREEMENT FOR AUTOMATIC WITHDRAWAL OF PAYMENTS: I, the undersigned Lessee in the capacity set forth below, hereby authorize **CIT Financial USA, Inc.** or its designee, successor or assign (hereinafter "Lessor") to automatically withdraw my monthly rental payment and any amounts, including any and all taxes or other charges now due or hereinafter imposed, placed in conjunction with the above referenced Non-Cancellable Lease (hereinafter "Lease") by debiting debit entries to my account at the financial institution (hereinafter "Bank") evidenced on the check copy provided, or such other Bank that may be used by me from time to time. As set forth in paragraph 16, in the event of default of my obligations hereunder, I authorize the Lessor to debit my account for its full amount due to the Lessor. A partial payment (whether paid by debit or other means) that is not honored by my bank for any reason will be subject to a \$10.00 service fee imposed by Lessor. The amount which may be debited from my account further, I authorize my Bank to accept and to charge any debit entries initiated by Lessor to my account. This authorization is to remain in full force and effect until Lessor has received written notice from me of its termination in such time and in such manner as to afford Lessor a reasonable opportunity to act.

BANK **FIRST GASTON BANK** ROUTING **[REDACTED]** ACCOUNT # **[REDACTED]**

CERTIFICATE OF ACKNOWLEDGMENT AND ACCEPTANCE OF LEASED PROPERTY

I HAVE READ AND AGREE TO THE TERMS WHICH APPEAR ON BOTH SIDES OF THIS LEASE DOCUMENT. I represent that this Property is being leased for business and/or professional purposes and agree that under no circumstances shall this Lease be construed as a consumer contract. I acknowledge receipt of a copy of this Lease Agreement, with all lease terms filled in, and acknowledge and agree that I shall be deemed to have unconditionally accepted the Property you have leased me under our Lease Agreement, particulars of which are given above. Lessee's signature hereby authorizes Lessor to verify, verify by telephone with representative of Lessee on a verification certificate; the date and time of such verification; the terms and conditions of the Lease; the type and make of the Property under the Lease; that all necessary installation has been completed and the Property is in good operating order and in all respects satisfactory to Lessee; and that the monthly rental payment will be automatically debited from the Lessee's verified account number and designated account.

ACCEPTED BY LESSOR CIT Financial USA, Inc.	ACCEPTED BY LESSEE: S.E. UNDERGROUND UTILITIES CONTRACT INC.
	LESSEE (FULL LEGAL NAME) LESSEE #1 [Signature] LESSEE #2 (if applicable)
Authorized Signature	Print Name MICHAEL B JOHNSON
Title VP	Date 04/09/2003
Date 5-23-03	Witness Signature X

PERSONAL GUARANTEE

To induce Lessor to enter into this Lease, the undersigned unconditionally guarantees to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under the Lease. Lessor shall not be required to proceed against Lessee or the Property or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all attorney's fees and other expenses incurred by Lessor by reason of default by the Lessee or the undersigned consents to any extensions or modifications granted to Lessee and the release and/or compromise of any obligation of Lessee or any other obligations and guarantors without in any way releasing the undersigned from its obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. The undersigned agrees and consents the Court of the State of Illinois having jurisdiction in Cook County or any Federal District Court having jurisdiction in said county shall have jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. The undersigned agrees and consents that the service of process by registered or certified mail will be sufficient to obtain jurisdiction.

Guarantor Signature **[Signature]** Guarantor Signature #2 **X**

(No Ties Allowed)

Home Address **4029 MOUNTAIN VIEW RD** Home Address **[REDACTED]**

City **GASTONIA** State **NC** Zip **28054** City **[REDACTED]** State **[REDACTED]** Zip **[REDACTED]**

Home Phone # **(704) 872-5835** Home Phone # **[REDACTED]**

Witness Signature X Date **04/09/2003**

We have written this Lease in plain language because we want you to fully understand its terms. Please read your copy of this Lease carefully and feel free to ask us any questions you may have about it. We use the words you and you to mean the Lessee indicated above. The words we, us, and our refer to the Lessor indicated above and any assignee thereof.

REV. EPSCS 10/01 WHITE - ORIGINAL YELLOW - FILE PINK - LESSEE COPY GREEN - FILE CANCEL 60, K3, TN, PA

ASSIGNMENT AND ASSUMPTION AGREEMENT

This assignment agreement, dated March 1, 2010 (this "Agreement") is made and entered into pursuant to the Receivables Purchase Agreement (the "Purchase Agreement") by and among GCN HOLDING LLC, a Delaware liability limited company, and GCN HOLDING (CANADA) ULC, a Canadian unlimited liability company (together referred to as the "Seller"), and PUSHPIN HOLDINGS LLC, A Delaware limited liability company (the "Buyer"). Capitalized terms used herein without definition shall have the meaning specified in the Purchase Agreement.

Seller, for the consideration described in the Purchase Agreement, the receipt of which is hereby acknowledged, and subject to all of the terms and conditions of the Purchase Agreement, does hereby transfer and assign to Buyer, its successor and assignees, all of the Receivables as of the Closing Date.

Terms of the Purchase Agreement, including but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Receivables are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

This Agreement shall inure to the benefit of, and be binding upon, the respective successor and permitted assignees of Seller and Buyer and shall be governed by and construed and interpreted in accordance with the Purchase Agreement and the laws of the State of New York, without regard to such state's conflicts of law rules which will require the application of the laws of a different jurisdiction.

This agreement may be executed by facsimile transmissions in multiple counterparts, each of which shall be an original, but together shall constitute one and the same instrument

[Signature page follows.]

[New York #2177584 v1]

Assignment Ex.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

GCN HOLDING LLC

By: _____
Name: _____
Title: _____

GCN HOLDING (CANADA) ULC

By: _____
Name: _____
Title: _____

PUSHPIN HOLDINGS LLC

By: _____
Name: *John Eichen*
Title: *General*

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

GCN HOLDING LLC

By: _____
Name: *Guangyuan*
Title: *Secretary*

GCN HOLDING (CANADA) ULC

By: _____
Name: *Guangyuan*
Title: *Secretary*

PUSHPIN HOLDINGS LLC

By: _____
Name: _____
Title: _____

Assignment Ex.

INSTRUMENT OF ASSIGNMENT

Instrument of Assignment dated November 30, 2005 ("Instrument") by CIT Financial USA, Inc., a Delaware corporation ("Seller"), in favor of GCN Holding LLC, a Delaware limited liability company ("Buyer").

Pursuant of the Asset Purchase Agreement dated as of November 9, 2005, as amended as of November 30, 2005 (the "Agreement"), among CIT Group Inc., CIT Financial Ltd., Seller, Buyer, GCN Holding (Canada) ULC and Lease Finance Group LLC, for good and valuable consideration. The receipt and sufficiency of which are hereby acknowledged. Seller does hereby sell, assign, transfer, convey and deliver unto Buyer, its successors and assigns, each and all of the US Purchased Assets (as such term is defined in the Agreement) (other than legal title to the US Purchased Assets identified in Schedule 8.7 of the Agreement), intending hereby to convey all of the right, title and interest of Seller therein (other than such legal title).

Seller hereby covenants and agrees to and with Buyer, its successors and assigns, to do. Execute, acknowledge and deliver to, or to cause to be done, executed, acknowledge and delivered to, Buyer, its successors assigns, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances that may be reasonably requested by Buyer for the better selling, assigning, transferring, conveying, delivering, assuring and confirming to Buyer, its successors or assigns, any or all of the right, title and interest in the US Purchased Assets being transferred hereby.

This Instrument shall be binding upon the successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Buyer.

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed and delivered as of the date first set forth above.

CIT FINANCIAL USA, INC.

By

Dorey S. Lerner
Executive Director

EXHIBIT E, Page 1 of 2

CERTIFICATE OF SERVICE

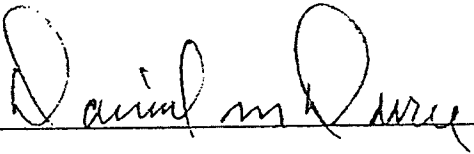
The undersigned hereby certifies that a copy of the foregoing was served on Plaintiff's attorney by email and by first class mail, postage prepaid, this 27th day of August 2013, addressed as follows:

amadoff@madofflaw.com

Mr. Ari R. Madoff
Law Offices of Ari R. Madoff, P.C.
P.O. Box 64777
Chicago, IL 60664-0777

Mr. Ari R. Madoff
201 West Lake Street, Suite 227
Chicago, IL 60606

Attorney for Pushpin Holdings, LLC



A handwritten signature in cursive script, appearing to read "Daniel M. Dwyer", is written over a horizontal line.

PUSHPIN HOLDINGS, LLC

Plaintiff,

MICHAEL B. JOHNSON a/k/a
MICHAEL BLAINE JOHNSON

Defendant.

Case No. 13M1137047

Amount Claimed: \$3,310.29
Plus costs and fees

Before the Honorable Joseph D.
Panarese, Circuit Judge,
Courtroom 1101

**SPECIAL ENTRY OF APPEARANCE AND
VERIFIED MOTION TO VACATE THE DEFAULT JUDGMENT**

COMES NOW Defendant, Michael B. Johnson a/k/a Michael Blaine Johnson, and enters his appearance specially, by and through his attorney, David M. Duree, and moves the Court to vacate the Default Judgment entered in this case on August 21, 2013, in the amount of \$3,660.29, for the following reasons:

1. Defendant, Michael B. Johnson a/k/a Michael Blaine Johnson, enters his appearance specially for the limited purpose of moving to vacate the Default Judgment, and does not enter his appearance generally.

2. The Defendant was not served with the Summons or the Complaint. See the Affidavits of Defendant Michael B. Johnson and his wife, Martha C. Johnson, attached hereto and incorporated herein by reference.

3. Pushpin Holdings, LLC is a Delaware limited liability company which transacts a debt collecting business within the State of Illinois. It has filed approximately 1,100 debt collection lawsuits in Cook County, Illinois, of

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the type filed against Michael B. Johnson, the Defendant in this case. See the Affidavit of Michael B. Johnson attached.

4. The Judgment was entered in violation of 805 ILCS 5/13.70, which provides that "No civil action may be maintained in any Court of this state***arising out of the transaction of business by the corporation in this state until authority to transact business in the state is obtained by the corporation****". Pushpin Holdings, LLC has not registered as a foreign corporation in the State of Illinois.

5. The Default Judgment entered on about August 21, 2013 is void. Pushpin Holdings, LLC is engaged in the debt collection business within the State of Illinois for the purpose of collecting debts it allegedly obtained by assignment. It has filed about 1,100 lawsuits similar to the current lawsuit in Cook County, Illinois since January 1, 2011.

6. Pushpin Holdings, LLC is not licensed as an Illinois debt collection agency under the Illinois Collection Agency Act. See the Affidavit of Michael B. Johnson attached.

7. The Judgment is void because it was obtained by an unlicensed debt collection agency attempting to collect an allegedly assigned debt in its own name.

8. The practice of debt collection in Illinois by unregistered collection agencies is essentially the same as the practice of law by unlicensed attorneys. The Collection Agency Act prohibits unlicensed collection agencies from operating in Illinois either directly or indirectly for the purpose of collecting

debt in Illinois. LVNV Funding, LLC vs. Trice, 2011 IL App (1st) 092773, 952 N.E.2d 1232, 1236, 352 Ill.Dec.6, 10 (1st Dist. 2011), PLA denied on November 30, 2011, 962N.E.2d 483 (Table No. 112834).

9. A violation of the Collection Agency Act renders a Judgment void. LVNV Funding, LLC vs. Trice, 2011 IL App (1st) 092773, 952 N.E.2d 1232, 1235, 1236, 352 Ill.Dec.6, 9, 10 (1st Dist. 2011), PLA denied on November 30, 2011, 962N.E.2d 483 (Table No. 112834).

10. LVNV Funding, LLC vs. Trice distinguished violations of the Collection Agency Act from those of a law firm which failed to registered with the Supreme Court under Supreme Court Rule 721(c) (but where all the individual attorneys working on the case were licensed and registered) and Ford Motor Credit Co. vs. Sperry, 214 Ill.2d 371 (2005) because the Collection Agency Act contains civil and criminal penalties for noncompliance whereas Supreme Court Rule 721(c) does not. LVNV Funding, LLC vs. Trice, 952 N.E.2d 1232, 1235 (1st Dist. 2011). The Supreme Court denied the Petition for Leave to Appeal in LVNV Funding, LLC vs. Trice.

11. Motions to vacate a Judgment as void may be filed at any time. It is not necessary to meet the conditions of 735 ILCS 5/1401. Sarkissian vs. Chicago Board of Education, 201 Ill.2d 95, 104, 776 N.E.2d 195, 201-202 (2002).

12. Any effort Pushpin Holdings, LLC to register under the Collection Agency Act after the fact, would not "save" the void Judgment entered before any attempted subsequent registration. LVNV Funding, LLC vs. Trice, 2011 IL

App (1st) 092773, 952 N.E.2d 1232, 1235, 1236, 352 Ill.Dec.6, 9, 10 (1st Dist. 2011).

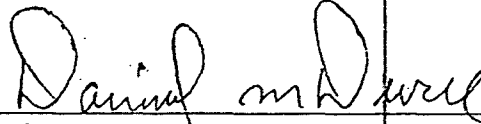
13. Defendant has additional viable defenses to the Complaint.

14. The alleged assignments attached to the Complaint, allegedly from CIT Financial USA, Inc. to GNC Holding, LLC on November 30, 2005 and the alleged assignment from GNC Holding, LLC and GNC Holding (Canada), ULC to, allegedly, Pushpin Holdings, LLC are invalid assignments because they do not comply with the Illinois Collection Agency Act, 225 ILCS 425/8(b) in that they do not contain, in a separate document, the consideration for the alleged assignments and they are not acknowledged by the corporate authority allegedly executing the alleged assignments, also in violation of 225 ILCS 425/8(b).

15. The alleged Affidavit and Verification of Alisha Rios, supposedly notarized by Louisa Tatbak, attached to the Complaint, could not possibly be based upon personal knowledge of Alisha Rios or business records of Pushpin Holdings, LLC and could not possibly establish verification for the alleged verified Complaint.

16. GCN Holding, LLC and GCN Holding (Canada), ULC are also not registered or licensed in Illinois under the Collection Agency Act, although GCN Holding, LLC is registered as a foreign corporation in Illinois, and is engaged in the business of collecting debts within the State of Illinois.

WHEREFORE, pursuant to this limited appearance, Defendant, Michael B. Johnson, moves the Court to vacate the Default Judgment entered on about August 21, 2013.



David M. Duree
ARDC 0697087/Cook County Bar No. 13846
David M. Duree & Associates, P.C.
312 South Lincoln Avenue
P.O. Box 1416
O'Fallon, IL 62269
Tel: 618-628-0186
Fax: 68-628-0259
Email: law@dmduree.net

Attorney for Defendant, Michael B. Johnson

CERTIFICATE OF SERVICE

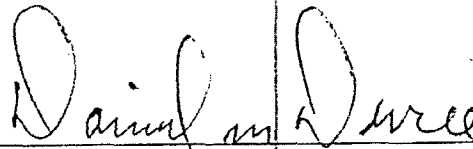
The undersigned hereby certifies that a copy of the foregoing was served on Plaintiff's attorney by email and by first class mail, postage prepaid, this 27th day of August 2013, addressed as follows:

amadoff@madofflaw.com

Mr. Ari R. Madoff
Law Offices of Ari R. Madoff, P.C.
P.O. Box 64777
Chicago, IL 60664-0777

Mr. Ari R. Madoff
201 West Lake Street, Suite 227
Chicago, IL 60606

Attorney for Pushpin Holdings, LLC



**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, FIRST MUNICIPAL DISTRICT**

PUSHPIN HOLDINGS, LLC)	
)	
Plaintiff,)	Case No. 13M1 137047
)	
MICHAEL B. JOHNSON a/k/a)	Amount Claimed: \$3,310.29
MICHAEL BLAINE JOHNSON)	Plus costs and fees
)	
Defendant.)	

AFFIDAVIT OF MICHAEL B. JOHNSON

I, Michael B. Johnson a/k/a Michael Blaine Johnson, pursuant to 735 ILCS 5/1-109 declare, under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure declare and state the following:

1. I was not served with Summons or the Complaint in this case.
2. Near the end of July 2013 I found a copy of the Summons and Complaint in a cardboard box, used for trash, on my front porch at 4029 Mountainview Street, Gastonia, North Carolina.
3. I was never personally served with the Summons and the Complaint.
4. My wife, Martha C. Johnson, was not served with the Summons and the Complaint personally or on my behalf.
5. My wife, Martha C. Johnson, and I are the only two people living at 4029 Mountainview Street, Gastonia, NC 28056. Neither of us were home when the Summons and Complaint were left in the cardboard box (used for trash) on my front porch.

6. The Summons and Complaint were left in a cardboard box used for trash on my front porch and I discovered them later, during about the last week of July 2013.

7. The Complaint is based on an alleged lease, which allegedly bears my signature on behalf of the Lessee, S.E. Underground Utilities Contract, Inc. and allegedly bears my signature as a guarantor. See ¶ 4 of the Complaint and the copy of the alleged non-cancelable lease attached to the Complaint, in two pages. I did not sign the non-cancelable lease either on behalf of S.E. Underground Utilities Contract, Inc. or as guarantor. I did not authorize anyone to sign my name to the non-cancelable lease on my behalf, either on behalf as an alleged guarantor or on my behalf for S.E. Underground Utilities Contract, Inc.

8. I am not aware that a corporation with the name S.E. Underground Utilities Contract, Inc. ever existed. My father previously owned and operated a corporation with the name S.E. Underground Utilities Contractors, Inc. I did not sign the alleged non-cancelable lease attached to the Complaint in any capacity, either as a guarantor, or on behalf of S.E. Underground Utilities Contract, Inc., or on behalf of S.E. Underground Utilities Contractors, Inc.

9. Someone signed both of my alleged signatures on the non-cancelable lease. I did not sign the document in any capacity.

10. I have been advised that the equipment described on the alleged lease, a Hypercorn Ice 5700, is a machine for processing credit cards.

11. S.E. Underground Utilities Contractors, Inc. was a corporation operated by my father. It is no longer in business. At one point in time I was employed by S.E. Underground Utilities Contractors, Inc.

12. S.E. Underground Utilities Contractors, Inc. did not accept credit card payments and never had a machine for processing credit cards.

13. Since approximately January 1, 2011, Pushpin Holdings, LLC has filed about 1,100 debt collection lawsuits, in Cook County, Illinois, claiming breaches of leases and guaranty agreements included in leases similar to the claims that are asserted against me in the above captioned case. As a result, Pushpin Holdings, LLC is engaging in business in the State of Illinois as a debt collector, collecting debts allegedly assigned to it from other parties.

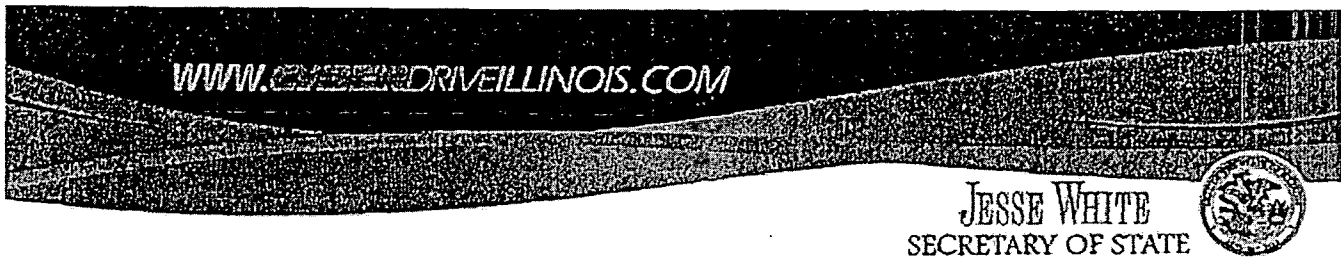
14. According to reports from the Illinois Secretary of State, Pushpin Holdings, LLC has not registered with the State of Illinois as a foreign corporation. See Exhibit A, a report from the Illinois Secretary of State dated August 26, 2013, attached hereto and incorporated herein by reference.

15. According to the Illinois Department of Financial and Professional Regulation, in a report dated August 26, 2013, Pushpin Holdings, LLC is not licensed as a debt collecting agency in the State of Illinois. See Exhibit B, a report from the Illinois Department of Financial and Professional Regulation, attached hereto and incorporated herein by reference.

Further Affiant Sayeth Not.

I declare under penalties as provided by law pursuant to 735 ILCS 5/1-109 that the facts and matters set forth above are true and correct to my best knowledge, information and belief.

Michael B Johnson
MICHAEL JOHNSON



CORP/LLC - CERTIFICATE OF GOOD STANDING

Your search for Pushpin Holdings, LLC, did not match any records in the Corporation/LLC-GS Search database.

Please try again.

[Return to Search](#)

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Illinois Department of Financial & Professional Regulation

Manuel Flores, Acting Secretary

Pat Quinn, Governor

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SEARCH FOR LICENSEE BY PROFESSION:

THERE ARE 0 RECORDS WHOSE NAME CONTAINS: Pushpin Holdings, LLC

The name, Pushpin Holdings, LLC, was not found

HINT: You might try searching on part of the name;
 e.g. "tyre" instead of "McIntyre"

Express Access License Look-Up has been approved for use as a primary source for verification by The Joint Commission and the National Committee for Quality Assurance.

NEW FEATURE: If the licensee has multiple licenses with the agency, "Multiple Licenses" will appear below the license number and information about their other licenses is available by clicking on the words "Multiple Licenses".

PLEASE NOTE: If the phrase "Chaperone Required" appears below the license status, the licensee can only practice with a chaperone present. You can click on the words "Chaperone Required" for more information.

If the "Ever Disciplined" column contains a "Y," there has been disciplinary action taken against this license. Click on the "Y" to view details of the disciplinary action. The Department regulates various professions and issues many licenses and registrations. As such it is possible that an individual could have a license in more than one profession. License Look-Up is limited to the specific profession you have inquired about. If you wish to view comprehensive reports in Adobe Acrobat format for disciplines that occurred after September 1996, click [HERE](#). The Illinois Department of Professional Regulation publishes a monthly report detailing disciplinary action taken by the Department. Each Disciplinary Report is a listing of all licenses disciplined by the Department within a given month. The information includes the licensee's name, the discipline imposed and a brief description of the reason for the discipline. All [Monthly Disciplinary Reports](#) are accurate on the date of issuance or initial date of publication. However, disciplinary actions may be subject to further court orders that may stay, affirm, reverse, remand or otherwise alter Department disciplinary orders. Please note that discipline which has been reversed by court order will not appear in this summary of discipline.

Click [here](#) for definitions of the different types of disciplinary actions the Department may impose.

Click [here](#) for license status definitions.

NOTE: This license look-up is accurate for the current license status, but due to computer conversions, the original issuance date may be in error. If the issuance date shown is 01/01/1997, this is a computer generated date, not the original issuance date. For original issuance dates, please contact the Department.

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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, FIRST MUNICIPAL DISTRICT**

PUSHPIN HOLDINGS, LLC)	
)	Case No. 13M1 137047
Plaintiff,)	
)	Amount Claimed: \$3,310.29
MICHAEL B. JOHNSON a/k/a)	Plus costs and fees
MICHAEL BLAINE JOHNSON)	
)	
Defendant.)	

AFFIDAVIT OF MARTHA C. JOHNSON

Martha C. Johnson, pursuant to 735 ILCS 5/1-109 declare, under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure declare and state the following:

1. Michael B. Johnson, my husband, was not served with Summons or the Complaint in this case.
2. I was not served with the Summons and Complaint on behalf of my husband, Michael B. Johnson.
3. My husband, Michael B. Johnson a/k/a Michael Blaine Johnson, and I are the only two people living at 4029 Mountainview Street, Gastonia, NC 28056. Neither of us were home when the Summons and Complaint were left in the cardboard box (used for trash) on our front porch.
4. The Summons and Complaint were left in a cardboard box used for trash on our front porch, and Michael Johnson discovered them later, during about the last week of July 2013.

5. The signatures on the alleged non-cancellable lease are not the signatures of my husband, Michael B. Johnson. I am familiar with his signature.

6. The two purported signatures on the non-cancelable lease attached to the Complaint are not the signatures of my husband, Michael B. Johnson.

Further Affiant Sayeth Not.

I declare under penalties as provided by law pursuant to 735 ILCS 5/1-109 that the facts and matters set forth above are true and correct to my best knowledge, information and belief.


MARTHA JOHNSON

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, 1ST MUNICIPAL DISTRICT

PUSHPIN HOLDINGS LLC

Plaintiff

v.

MICHAEL B JOHNSON A/K/A MICHAEL
BLAINE JOHNSON

Defendant

Case Number: 13 MI 137047

Courtroom: 1101

NOTICE OF ENTRY OF EX-PARTE DEFAULT JUDGMENT


PLEASE TAKE NOTICE, that an *ex-parte* Judgment by default has been entered in the above captioned courtroom of the Circuit Court of Cook County, Illinois in favor of PUSHPIN HOLDINGS LLC and against you on the above captioned matter. A copy of the entered judgment order reflecting the judgment amount, judgment date and entering Judge is attached hereto. You are authorized to contact the Judgment Creditor, PUSHPIN HOLDINGS LLC's Legal Collections Department directly at 338-271-4430 , to discuss any payment arrangements towards satisfaction of judgment.

Law Offices of Ari R. Madoff, P.C.

LAW OFFICES OF ARI R. MADOFF, P.C. (Attorney ID #48674)
Attorneys for Plaintiff PUSHPIN HOLDINGS LLC
Chicago, IL 60601
Phone: 312.338.2714
Fax: 312.338.2715

Certificate of Service by Mail

The undersigned, an attorney certifies that he caused to be served a copy of the foregoing Notice of Entry, by placing a copy of the Notice with entered order attached, in an envelope with sufficient postage prepaid and affixed, and directed to Defendant at Defendant's last known address listed below, and caused or directed the envelope to be deposited in a United States Postal Service Mail Box located in Chicago, IL on the date of filing reflected on the court file stamp above.



DOROTHY BROWN
CLERK

BY USPS MAIL TO:
MICHAEL B JOHNSON
4029 MOUNTAINVIEW ST
GASTONIA, NC 28056

2013 AUG 23 AM 11:34
FILED - CV
CLERK OF THE CIRCUIT COURT
DIVISION

LEASE NO. 1317198

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ALL INFORMATION PROVIDED WILL BE USED FOR THAT PURPOSE.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, 1ST MUNICIPAL DISTRICT

PUSHPIN HOLDINGS LLC

LINE NO 3

v.

}

CASE NO. 13 M1 137047

COURT RM. 1101

MICHAEL B JOHNSON A/K/A MICHAEL BLAINE JOHNSON

TRIAL CALL ORDER

Present before the Court: ☐ Plaintiff(s) ☐ Defendant(s) ☒ Plaintiff(s)' Counsel ☐ Defendant(s)' Counsel

THIS MATTER having come before the Court, the Court having Jurisdiction and being fully advised, IT IS HEREBY ORDERED:

- 4213 ☐ Alias Summons to Issue for _____
- 4292 ☐ Amended Complaint or Petition- Allowed _____
- 4295 ☐ Close Discovery- Allowed _____
- 4235 ☐ File Counterclaim or Cross Complaint- Allowed _____
- 4234 ☐ File Appearance or Jury Demand Answer or Plea Allowed _____
- 4219 ☐ Defendant MICHAEL B JOHNSON A/K/A MICHAEL BLAINE JOHNSON is defaulted; cause set for;
- 4247 ☐ Prove Up on _____, _____ at 9:30 a.m. in Room 1101
- 4406 ☐ Set for Status. All parties must appear _____, _____ at _____ a.m./p.m in Room _____
- 4482 ☐ Set for Trial on _____, _____ at _____ a.m./p.m in Room _____
- 8005 ☐ Case Dismissed for Want of Prosecution
- 8011 ☐ Case Dismissed by Agreement of Parties/No Cost ☐ With ☐ Without Prejudice
- 8031 ☒ X-Parte Default Judgment for Plaintiff for \$ 3660.29 v. MICHAEL B JOHNSON (def.)
- 8001 ☐ Judgment for Plaintiff after trial for \$ _____ with costs assessed v. _____ (defendant)
- 4293 ☒ Assess Costs- Allowed
- 8002 ☐ Judgment for Defendant _____ after trial
- 9207 ☐ It being further agreed that installment payments be made as follows: _____
- () ☐ _____
- 9208 ☐ Order Final and Appealable
- 4304 ☐ The date of _____ is hereby stricken.

Law Offices of Ari R. Madoff, P.C.(# 48674)
Attorney for Plaintiff
POB 64777
CHICAGO, IL 60664-0777
312/379.9529(p)(f)312/980.6819
Ret. D. 08-07-2013
LSE NO. 1317198

ENTERED:

Dated: _____

Judge

Judge's No.

Associate Judge Joseph D. Pangaro

AUG 21 2013

Circuit Court - 1923